



International Mobile Satellite Organization

ASSEMBLY

Twentieth Session

Malta, 29 September to 3 October 2008

Agenda item 12

ASSEMBLY/20/12

Origin: Director

Date: 26 June 2008

RELATIONSHIPS WITH OTHER INTERNATIONAL ORGANIZATIONS

Executive Summary: this document reports on the status of relationships with other international organizations.

Action to be taken:

1. to note the status of relationships with other international organizations;
2. to approve the texts of draft Agreements of Cooperation or Memoranda of Understanding with the following Organizations: ITSO, Eutelsat, ICS, IALA and ISO
3. to authorize the Director to sign such documents
4. to invite these organizations to attend this and future Sessions of the Assembly as Observers.

Related documents: ASSEMBLY/20/5

1 BACKGROUND

1.1 Article 15 of the IMSO Convention reads as follows:

“The Organization shall cooperate with the United Nations and its bodies dealing with the Peaceful Uses of Outer Space and Ocean Area, its Specialized Agencies, as well as other international organizations, on matters of common interest.”

1.2 Under Article 10(c) of the IMSO Convention, one of the functions of the Assembly shall be “to decide upon questions concerning formal relationships between the Organization and States, whether Parties or not, and international organizations;”. Furthermore, the functions of the IMSO

Director include, inter alia, representing the Organization at meetings of IMO dealing with the Safety of Life at Sea Convention, including GMDSS, other maritime safety matters, and regular consultation and cooperation with IMO, and at meetings of other organizations, including ITU, ICAO and regional bodies on matters of relevance to the Organization's purposes, and consultation and cooperation with such entities as necessary.

1.3 At its Thirteenth (Extraordinary) Session (ASSEMBLY/13/Report, Section 4.6 and Annexes 38 to 40 refer), the Assembly approved revised draft Agreements of Cooperation with the International Maritime Organization (IMO), the International Civil Aviation Organization (ICAO) and the International Telecommunication Union (ITU), which the Director was authorized to sign. The revised Agreements of Cooperation with IMO, ICAO and ITU were signed, respectively, on 15 December 1999, 20 September 2000 and 25 September 2001. The Assembly also requested the Director to review arrangements with other international organizations.

1.4 The Assembly has since approved agreements of cooperation and/or observer status with UNCOPUOS, Cospas-Sarsat, the Commonwealth Telecommunications Organisation (CTO), the International Hydrographic Organization (IHO) and the Comité International Radio-Maritime (CIRM).

1.5 The Assembly has previously noted that the Director is negotiating working arrangements with the World Meteorological Organization (WMO) and the European Commission (EC) and this document reports further on these arrangements.

1.6 As discussed in this document, the Director is also discussing appropriate working arrangements with the following Organizations:

- The International Telecommunications Satellite Organization (ITSO)
- The European Telecommunications Satellite Organization (Eutelsat)
- The International Chamber of Shipping (ICS)
- The International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA)
- The International Standardization Organization (ISO)

1.7 The Assembly has also requested the Advisory Committee to review the Rules of Procedure for the Assembly relating to Observers and this is discussed in document ASSEMBLY/20/5.

2 **STATUS OF RELATIONSHIPS WITH OTHER INTERNATIONAL ORGANIZATIONS**

2.1 **United Nations**

The Director has continued to participate in the work of the United Nations Open-Ended Informal Consultative Process established by the General Assembly in its Resolution 54/33 in order to facilitate the annual review by the General Assembly of developments in Ocean Affairs and the Law of the Sea (UNCLOS). The Director attended the Ninth meeting of the Consultative Process in June 2008. In response to a request from the Under-Secretary-General for Legal Affairs of the United Nations, the Director submitted information to UNCLOS on the activities of IMSO in the fields of maritime security and safety.

2.2 **UNCOPUOS**

IMSO enjoys observer status with the United Nations Committee on Peaceful Uses of Outer Space (UNCOPUOS) and the IMSO Assembly has extended reciprocal observer status to UNCOPUOS. During 2007 and 2008, the Director and the Deputy Director attended meetings of UNCOPUOS and its Legal and Scientific and Technical Sub-Committees. In response to a request, the Director presented information on the activities of IMSO to the Legal Sub-Committee.

2.3 **International Maritime Organization (IMO)**

2.3.1 The Director and the Deputy Director regularly attend relevant meetings at IMO, including the Assembly, Council, Maritime Safety Committee, Sub-Committee on Radiocommunications and Search and Rescue, and Sub-Committee on Safety of Navigation, Joint ICAO/IMO Working Group on Harmonization of Aeronautical and Maritime Search and Rescue.

2.3.2 The Deputy Director and the LRIT Technical Assignee have participated in each meeting of the IMO Ad Hoc LRIT Working Group, which

was established by the IMO MSC. This Working Group discussed the establishment, technical specifications and performance standards of the LRIT system.

2.3.3 COMSAR approved draft amendments to resolutions A.705(17) and A.706(17), submitted by co-sponsorship of IHO, IMSO and WMO for consideration and adoption at MSC 85 as appropriate.

2.3.4 IMSO's annual reports to COMSAR relating to analysis and performance assessment of Inmarsat Global Ltd. associated with the obligations for the provisions of the maritime safety services within the GMDSS, as overseen by IMSO, are sent to all IMSO Member States.

2.3.5 IMSO's report to the MSC relating to Performance Review and Audit of the LRIT System was sent to all IMSO Member States on 5 March 2008

2.3.6 The Deputy Director assisted IMO MSD and TCD by taking part and lecturing at LRIT preparatory briefing seminars in Bahrain and Nigeria in March/April 2008 – both at no cost to IMSO.

2.4 **International Civil Aviation Organization**

2.4.1 The Director is pleased to report that under the Agreement of Cooperation with ICAO, the Directorate continues to maintain good and mutually beneficial relationships with ICAO.

2.4.2 Member States are reminded of the exchange of correspondence with the ICAO Secretary General of ICAO in 2005/06 in which he drew attention *“to the fact that certain amendments to the IMSO Convention would seem to indicate that IMSO, in the future, would sign Public Service Agreements (PSAs) exclusively with entities providing services for the Global Maritime Distress and Safety System (GMDSS) through a mobile satellite communications system recognized by IMO. Consequently, there was a perceived possibility that the IMSO Convention might then be eventually considered as the basis for addressing in PSAs maritime services only, without specific reference to aeronautical safety services.”* Attention is also drawn to the letter from the Secretary General of ICAO dated 18 November 2005 in which he states that *“I trust that, in accordance with paragraph (b) of the Agreement of Cooperation between ICAO and IMSO, signed in Montreal*

on 20 September 2000, IMSO will continue to ensure that the Company takes into account the applicable ICAO Standards and Recommended Practices (SARPs), as referenced in Clause 3 of the current PSA."

2.4.3 The Director attended the Thirty-Sixth Session of the ICAO Assembly in September 2007, and in an address to the opening session, he referred to the latest amendments to the IMSO Convention and the status of the current Agreement of Cooperation between IMSO and ICAO, in particular the role of IMSO in ensuring that Inmarsat takes into account the applicable ICAO Standards and Recommended Practices (SARPs) in line with the Public Services Agreement. The Director specifically drew the attention of the ICAO Assembly to the fact that the current IMSO Convention and the draft reference PSA do not address oversight of aeronautical safety services. He stated that ICAO would need to consider how oversight of new providers of mobile satellite safety communications should be carried out in order to ensure that they comply with applicable ICAO Standards and Recommended Practices and to ensure there are fair and equal expectations on each relevant provider of aeronautical safety services.

2.4.4 The Director met the ICAO Secretary-General Dr Taïeb Chérif, and the President of the ICAO Council, Mr Roberto Kobeh González, having the opportunity to discuss personally the above mentioned issues.

2.5 **International Telecommunication Union (ITU)**

2.5.1 IMSO enjoys observer status at the International Telecommunication Union and is exempt from any contribution to share the expenses relating to its participation in the activities of the ITU Radiocommunication Sector. The Secretariat continues to keep abreast of developments within the ITU Council.

2.5.2 The Director attended the ITU World Radiocommunications Conference (WRC-07) in Geneva from 23 to 27 October 2007, the agenda of which contained several issues related to the operational procedures and requirements of GMDSS. International regulations related to the maritime mobile service were successfully reviewed, bringing them in line with current maritime communications technology, including distress and safety transmissions within the GMDSS.

2.5.3 Additionally, the conference considered frequency-related matters for the future development of international mobile telecommunications and systems.

2.5.4 The Directorate was involved in coordinating with IMO and Inmarsat a document relating to the continued protection of certain GMDSS frequencies used by Inmarsat.

2.6 **UNIDROIT**

2.6.1 UNIDROIT has invited IMSO to express an interest in undertaking the role of Supervisory Authority under the Space Assets Protocol of the Convention on International Interests in Mobile Equipment (Cape Town Mobile Equipment Convention). At its Seventeenth Session, the Assembly considered that, provided the Directorate was able to maintain the focus on its primary purpose, and there would be no adverse effect on the Organization's financial position, it could be possible for the Director to consider undertaking the role of Supervisory Authority in the future. The Assembly therefore requested the Director to continue to monitor developments within UNIDROIT and to report to the next Session of the Assembly and to the Advisory Committee on all implications, including costs, and to inform UNIDROIT accordingly.

2.6.2 The Directorate was not able to participate in the meeting entitled "The views of industry and Government on how best to finalise an expansion of the Cape Town Convention to cover space assets", convened by UNIDROIT, held in New York on 19 and 20 June 2007.

2.7 **ITSO and Eutelsat IGO**

The IMSO Director has met with Mr Ahmed Toumi, the Director General of ITSO and Mr Christian Roisse, the Executive Secretary of Eutelsat, to discuss issues of common interest, including the possibility of a Memorandum of Understanding between the three organizations, which would permit reciprocal observer status at meetings of the Assembly of each Organization. The Heads of each of the three Organizations have agreed a draft MoU (**Annex I**) for submission to their Assemblies. The IMSO Assembly is invited to approve the text of the draft MoU between ITSO, IMSO and Eutelsat, to authorize the Director to sign the MoU once it has

been approved by the Assemblies of ITSO and Eutelsat, and to invite ITSO and Eutelsat to attend sessions of the IMSO Assembly as observer.

2.8 **World Meteorological Organization (WMO)**

2.8.1 At its Sixteenth Session, the IMSO Assembly noted that the Director will negotiate a suitable draft agreement of cooperation with WMO in due course, and inform Parties on the results. The Director has written to Secretary-General of WMO proposing working relations between the two Organizations, but is not yet in a position to report further on this matter.

2.9 **Cospas-Sarsat**

At its Sixteenth Session, the Assembly invited Cospas-Sarsat to attend Sessions of the IMSO Assembly as an observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure for the IMSO Assembly. Due to other commitments, the Directorate has not been able to attend meetings of the Cospas-Sarsat Joint Committee.

2.10 **Commonwealth Telecommunications Organisation (CTO)**

At its Seventeenth Session, the Assembly invited the Commonwealth Telecommunications Organisation to attend Sessions of the Assembly, as an Observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure of the Assembly.

2.11 **International Hydrographic Organization (IHO)**

2.11.1 At its Eighteenth Session, the IMSO Assembly approved the Agreement of Cooperation with IHO and this was signed on 5 December 2006.

2.11.2 The Deputy Director attended the Ninth meeting of the IHO Commission on Promulgation of Radio Navigational Warnings (CPRNW), which received reports from each NAVAREA Co-ordinator, plus status reports from IMO, WMO, IMSO and Inmarsat (on the international SafetyNET service potential use of emerging technologies for MSI delivery (including other satellite services within the context of IMO resolution A.888, use of LRIT information, and e-navigation). The Deputy Director also met the President of the International Hydrographic Organization and discussed

a number of issues of mutual interest, including capacity building measures for the provision of MSI services world-wide.

2.12 **Comité International Radio-Maritime (CIRM)**

2.12.1 At its Nineteenth (Extraordinary) Session, the Assembly approved the text of an Agreement of Cooperation between CIRM and IMSO, which it authorized the Director to sign. The Agreement was signed on 6 March 2007 by the Secretary-General of CIRM and the IMSO Director.

2.12.2 The Assembly also decided invite CIRM to attend future Sessions of the Assembly, as an Observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure of the Assembly.

2.12.3 The Deputy Director attended the 2008 Spring Meeting of CIRM, held in Dublin, Republic of Ireland, from 21 to 23 April 2008. The Deputy Director gave a presentation on the current status of the global LRIT implementation project. The meeting was attended by around 50 representatives from companies engaged in the international marine electronics business. This enabled the Deputy Director to conduct a number of useful side meetings with various industry representatives from both the GMDSS and LRIT sectors of industry.

2.13 **European Commission**

2.13.1 At its Nineteenth (Extraordinary) Session, the Assembly noted that the Director intends to continue discussions with the European Commission with the intention of negotiating an appropriate Agreement of Cooperation with the European Commission, for approval at a future session of the Assembly.

2.13.2 The Assembly also decided to invite the European Commission to attend future Sessions of the Assembly, as an Observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure of the Assembly.

2.13.3 The Assembly noted that the European Commission may not be able to offer full reciprocity to IMSO until the Agreement is signed, and that the Director will clarify this matter and report thereon to Parties and to the next regular session of Assembly.

2.13.4 The Director is not yet in a position to report further on progress in relation to the Agreement nor on the issue of reciprocity. However, representatives of the European Commission have attended meetings of the Advisory Committee and have been invited to this session of the Assembly.

2.13.5 The Director and Deputy Director have met with the Executive Director of the European Maritime Safety Agency (EMSA) to discuss collaboration between both Organizations in the establishment of a regional LRIT centre. Representatives of EMSA have also attended a meeting of the Advisory Committee.

2.14 **International Chamber of Shipping (ICS)**

2.14.1 The Director has received an enquiry from the International Chamber of Shipping (ICS) regarding the possibility of a Memorandum of Understanding being executed with IMSO. A draft MoU has been informally agreed (**Annex II**). ICS is the principal international non-governmental representative body for shipowners. ICS members are some 39 national shipowner associations whose tonnage represents the greater part of the world tonnage total. ICS represents shipowners at the International Maritime Organization on all subjects on the IMO agenda including those of direct relevance to IMSO.

2.14.2 The Assembly is invited to approve the text of the draft MoU with the ICS, and to authorize the Director to sign the MoU and to invite ICS to attend Sessions of the IMSO Assembly, as an Observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure of the Assembly.

2.15 **International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA)**

2.15.1 The Director has received an enquiry from the International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA) regarding the possibility of a Memorandum of Understanding being executed with IMSO. The text of a draft MoU is being discussed with IALA (**Annex III**). IALA is a non profit making international technical association. Established in 1957, it gathers together marine aids to navigation authorities, manufacturers and consultants from all parts of the world and offers them the opportunity to compare their experiences and achievements. The

purpose of IALA is to ensure that seafarers are provided with effective and harmonised marine Aids to Navigation services worldwide to assist in safe navigation of shipping and protection of the environment.

2.15.2 The Assembly is invited to approve the text of the draft MoU with IALA, and to authorize the Director to sign the MoU, subject to any minor editorial amendments which may be requested by IALA, and to invite IALA to attend Sessions of the IMSO Assembly, as an Observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure of the Assembly.

2.16 **International Organization for Standardization (ISO)**

2.16.1 The Director has received an enquiry from the International Organization for Standardization (ISO) regarding the possibility of a Memorandum of Understanding being executed with IMSO. The text of a draft MoU is being discussed with ISO (**Annex IV**). ISO performs a leading role as the organization providing international standards for different industry audit processes that could benefit IMSO in establishing its own audit procedures for the LRIT system following international standards.

2.15.2 The Assembly is invited to approve the text of the draft MoU with ISO, and to authorize the Director to sign the MoU, subject to any minor editorial amendments which may be requested by ISO, and to invite ISO to attend Sessions of the IMSO Assembly, as an Observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure of the Assembly.

3 **ACTION REQUIRED**

The Assembly:

- (a) notes the status of the relationship with other international organizations;
- (b) approves the text of the draft MoU between ITSO, IMSO and Eutelsat, and authorizes the Director to sign the MoU once it has been approved by the Assemblies of ITSO and Eutelsat, and to invite ITSO and Eutelsat to attend sessions of the IMSO Assembly as observer;

- (c) approves the text of the draft MoU with the ICS, and authorizes the Director to sign the MoU and to invite ICS to attend Sessions of the IMSO Assembly, as an Observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure of the Assembly;
 - (d) approves the text of the draft MoU with IALA, and authorizes the Director to sign the MoU, subject to any minor editorial amendments which may be requested by IALA, and to invite IALA to attend Sessions of the IMSO Assembly, as an Observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure of the Assembly; and
 - (e) approves the text of the draft MoU with ISO, and to authorize the Director to sign the MoU, subject to any minor editorial amendments which may be requested by ISO, and to invite ISO to attend Sessions of the IMSO Assembly, as an Observer, on a reciprocal basis, in accordance with Rule 5 of the Rules of Procedure of the Assembly.
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D R A F T

**MEMORANDUM OF UNDERSTANDING
(MoU)
BETWEEN
THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION
(ITSO)
and
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (IMSO)
and
THE EUROPEAN TELECOMMUNICATIONS SATELLITE ORGANIZATION
(EUTELSAT)**

WHEREAS:

THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION (ITSO) is an intergovernmental organization, established by the Agreement signed on 20 August 1971, with the mission to ensure that Intelsat, Ltd. provides public telecommunications services, including voice, data and video, on a global and non-discriminatory basis. Headquartered in 3400 International Drive NW, Washington D.C. 20008-3008 USA, ITSO currently has 148 member countries; and

THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (IMSO), an intergovernmental organisation with 92 Member States established by its Convention which entered into force on 16 July 1979, responsible, *inter alia*, for overseeing the public interests in the provision of maritime mobile satellite services for the Global Maritime Distress and Safety System (GMDSS) and the coordination of the Long Range Identification and Tracking of ships system (LRIT) established by the International Maritime Organization having its headquarters at 99 City Road, London, EC1Y 1AX, United Kingdom, and

THE EUROPEAN TELECOMMUNICATIONS SATELLITE ORGANIZATION (EUTELSAT), an intergovernmental organisation with 48 Member States established by its Convention which entered into force on 1 September 1985, responsible, *inter alia*, for overseeing the interests of its Member States in the provision of pan-European coverage, universal service, non-discrimination and fair competition having

its headquarters at the Tour Montparnasse, 33 avenue du Maine, F-75755 PARIS CEDEX 15, France,

“The Parties”:

Considering that Memoranda of Understanding for cooperation on matters of mutual interest previously existed among the satellite organisations INTELSAT, INMARSAT and EUTELSAT; and

Considering that ITSO and EUTELSAT previously signed a Memorandum of Understanding in 2005; and

Considering that in accordance of the decisions of the Twenty-Fifth Assembly of Parties of ITSO, the majority of assets, operational activities and related liabilities and obligations were transferred on 18 July 2001, to Intelsat Ltd., a company established and operating under Bermuda law; and

Considering that, in accordance with the decisions of the Inmarsat Assembly of Parties in April and September 1998, all assets and liabilities were transferred on 15 April 1999 to Inmarsat Ltd, a company registered under British Law; and

Considering that, in accordance with the decisions of the EUTELSAT Assembly of Parties in May 1999, all assets, operational activities and related liabilities and obligations were transferred on 2 July 2001, to Eutelsat S.A., a company established and operating under French law; and

Considering that the Amended Agreement on the International Telecommunications Satellite Organization, the Amended Convention on the International Mobile Satellite Organization, and the Amended EUTELSAT Convention (which entered into force on a definitive basis on 28 November 2002) provide for each of the organisations to cooperate with other international organisations on matters of common interest; and

Considering the similarities between each of the organizations in their respective roles in overseeing satellite communications services; and

Considering also the mutual benefits to ITSO, IMSO and EUTELSAT to exchange information on matters of common interest,

The Parties **HEREBY AGREE** as follows:

- 1 Each Party shall keep the other regularly informed on activities of mutual interest by the exchange of appropriate information, taking into account their responsibilities as set forth in their respective constitutive instruments.
- 2 Each Party, at its sole discretion and consistent with any other obligations it may have with respect to the conduct of its proceedings, may, on a case by case basis, invite any of the other Parties to this MoU to attend meetings of its organs or of its subsidiary bodies or conferences, or portions of such meetings, in accordance with the applicable Rules of Procedure of each organ, subsidiary body or conference, if so decided. The status of any such invited Party shall be that of an observer, unless otherwise specifically agreed by the host Party.
- 3 The Parties will be responsible for their own costs or funding of sources to perform their respective responsibilities under this MoU.
- 4 Any disputes regarding the interpretation or implementation of this MoU will be resolved only by consultation among the Parties and will not be referred to a national or international tribunal or other third party for settlement.
- 5 This MoU is subject to the approval of the respective Assembly of Parties of each organization and will come into effect upon signature and will remain in effect until the effective date that any Party notifies the others in writing that it wishes to terminate it.
- 6 This MoU may be amended only with the mutual written consent of all of the Parties hereto.
- 7 Each Party may terminate its participation in this MoU at any time by providing written notice to the other Parties no less than thirty (30) days in advance of the effective date of such termination. Such termination will not affect the rights and obligations of any of the other Parties to this MoU.
- 8 This MoU places no legal or financial obligations on the Parties and in particular no obligation to disclose to each other any information which is not considered by the disclosing organization as necessary or appropriate and creates no legal or other rights with respect to such information.

- 9 By participating in this MoU, the Parties do not waive their respective privileges, immunities and facilities, which they enjoy by virtue of their respective Agreements or Conventions, other applicable international agreements or national laws.

IN WITNESS HEREOF, the Parties have, as their free acts and deeds, caused this Memorandum of Understanding to be executed by their respective duly authorised representative.

International Telecommunications Satellite Organization (ITSO)
(As approved at the XX Session of the ITSO Assembly on xx)

(Signature)

(Place and Date)

Ahmed Toumi
Director General

International Mobile Satellite Organization (IMSO)
(As approved at the XX Session of the IMSO Assembly on xx)

(Signature)

(Place and Date)

Esteban Pacha-Vicente
Director

European Telecommunications Satellite Organization (EUTELSAT)
(As approved at the XX Session of the EUTELSAT Assembly on xx)

(Signature)

(Place and Date)

Christian Roisse
Executive Secretary

DRAFT**AGREEMENT OF COOPERATION BETWEEN
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (IMSO) AND
THE INTERNATIONAL CHAMBER OF SHIPPING (ICS)**

This document constitutes a Memorandum of Understanding between the International Mobile Satellite Organization (IMSO) and the International Chamber of Shipping (ICS).

IMSO and ICS each recognize that the other is an international organization with many complementary activities serving the broadest interests of safety of life at sea, safe navigation and the promotion of safe and efficient maritime transport.

IMSO is the intergovernmental organization, established by its Convention, with 92 Member States (as at the date of this Agreement) responsible, *inter alia*, for overseeing the public interests in the provision of maritime mobile satellite services for the Global Maritime Distress and Safety System (GMDSS), and the long range tracking and identification of ships (LRIT). IMSO therefore has an essential interest in the provision of all satellite-based communication services affecting the safety of life and property at sea.

ICS is the principal international non-governmental representative body for shipowners. ICS members are some 39 national shipowner associations whose tonnage represents the greater part of the world tonnage total. ICS represents shipowners at the International Maritime Organization on all subjects on the IMO agenda including those of direct relevance to IMSO.

IMSO and ICS,

A **HAVING REGARD** to Article 10(c) **and 15** of the Convention on the International Mobile Satellite Organization;

B **RECOGNIZING** the purview of both Organizations in the fields of maritime communications, maritime safety and efficiency of navigation;

C **DESIRING** to facilitate the attainment of their respective objectives in these fields through the maximum possible co-ordination of their efforts

HAVE AGREED AS FOLLOWS:

- 1 IMSO and ICS agree to establish and maintain cooperation relative to matters of common interest to both Organizations.
- 2 IMSO and ICS agree to exchange information and documentation and to keep each other fully informed of their activities and programmes of work in the field of maritime communications for maritime safety and efficiency of navigation, subject always to such arrangements as may be necessary for safeguarding or withholding of information of a confidential nature.
- 3 With a view to facilitating attainment of their respective objectives as set forth in their constituent instruments, IMSO and ICS agree to establish and maintain regular consultation in regard to matters of common interest in the field of maritime communications for maritime safety and efficiency of navigation.

Accordingly, when either Organization proposes to initiate a programme or activity on a subject in which the other Organization has or may have substantial interest, it should consult the latter Organization taking into account the respective objectives of both Organizations.

- 4 ICS may propose matters for consideration by the organs of IMSO. Such proposals will be submitted by the [Secretary-General] to the Director of IMSO for appropriate action. Similarly, IMSO may propose subjects for consideration by the organs of ICS. Such suggestions will be submitted by the Director to the [Secretary-General] for appropriate action.
- 5
 - (i) ICS may be invited to be represented in meetings of IMSO organs or their subsidiary bodies or conferences convened by IMSO. Such participation shall be in accordance with the applicable Rules of Procedure.
 - (ii) IMSO may be invited to be represented in meetings of ICS organs or their subsidiary bodies or conferences convened by ICS. Such

participation shall be in accordance with the applicable Rules of Procedure.

- 6 It is understood that neither organisation can commit the other to any expenditure, save that from administering this Agreement, without the specific written consent of both organisations.
- 7 This Agreement may be revised by agreement between IMSO and ICS.
- 8 IMSO and ICS may at any time denounce this Agreement by giving six months' prior written notice to the other Party.
- 9 This Agreement shall enter into force upon signature on behalf of IMSO and ICS.

DONE at London this xxxx day of xxxx 20xx.

Signature

Signature

Director
For the International Mobile
Satellite Organization (IMSO)

[Secretary-General]
For the International Chamber of
Shipping (ICS)

D R A F T**MEMORANDUM OF UNDERSTANDING BETWEEN
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (IMSO) AND
THE INTERNATIONAL ASSOCIATION OF MARINE AIDS TO NAVIGATION AND
LIGHTHOUSE AUTHORITIES (IALA)**

This document constitutes a Memorandum of Understanding between the International Mobile Satellite Organization (IMSO) and the International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA)

IMSO and IALA each recognize that the other is an international organization with many complementary activities serving the broadest interests of safety of life at sea, safe navigation and the promotion of safe and efficient maritime transport.

IMSO is the intergovernmental organization, established by its Convention, with 92 Member States (as at the date of this Agreement) responsible, *inter alia*, for overseeing the public interests in the provision of maritime mobile satellite services for the Global Maritime Distress and Safety System (GMDSS), and the long range tracking and identification of ships (LRIT). IMSO therefore has an essential interest in the provision of all satellite-based communication services affecting the safety and security of life and property at sea.

The purpose of IALA is to ensure that seafarers are provided with effective and harmonised marine Aids to Navigation services worldwide to assist in safe navigation of shipping and protection of the environment.

IMSO and IALA,

A **HAVING REGARD** to Article 10(c) and 15 of the Convention on the International Mobile Satellite Organization, and xx [IALA]

B **RECOGNIZING** the purview of both Organizations in the fields of maritime communications, maritime safety and efficiency of navigation;

C **DESIRING** to facilitate the attainment of their respective objectives in these fields through the maximum possible co-ordination of their efforts

HAVE AGREED AS FOLLOWS:

- 1 IMSO and IALA agree to establish and maintain cooperation relative to matters of common interest to both Organizations.
- 2 IMSO and IALA agree to exchange information and documentation and to keep each other fully informed of their activities and programmes of work in the field of maritime communications for maritime safety and efficiency of navigation, subject always to such arrangements as may be necessary for safeguarding or withholding of information of a confidential nature.
- 3 With a view to facilitating attainment of their respective objectives as set forth in their constituent instruments, IMSO and IALA agree to establish and maintain regular consultation in regard to matters of common interest in the field of maritime communications for maritime safety and efficiency of navigation.

Accordingly, when either Organization proposes to initiate a programme or activity on a subject in which the other Organization has or may have substantial interest, it should consult the latter Organization taking into account the respective objectives of both Organizations.

- 4 IALA may propose matters for consideration by the organs of IMSO. Such proposals will be submitted by the Secretary-General to the Director of IMSO for appropriate action. Similarly, IMSO may propose subjects for consideration by the organs of IALA. Such suggestions will be submitted by the Director to the Secretary-General for appropriate action.
- 5 (i) IALA may be invited to be represented in meetings of IMSO organs or their subsidiary bodies or conferences convened by IMSO. Such participation shall be in accordance with the applicable Rules of Procedure.

 (ii) IMSO may be invited to be represented in meetings of IALA organs or their subsidiary bodies or conferences convened by IALA. Such participation shall be in accordance with the applicable Rules of Procedure.

- 6 It is understood that neither organisation can commit the other to any expenditure, save that from administering this Agreement, without the specific written consent of both organisations.
- 7 This Agreement may be revised by agreement between IMSO and IALA.
- 8 IMSO and IALA may at any time denounce this Agreement by giving six months' prior written notice to the other Party.
- 9 This Agreement shall enter into force upon signature on behalf of IMSO and IALA.

DONE at [London][Paris] this xxxx day of xxxx 20xx.

Signature

Signature

Director
For the International Mobile
Satellite Organization (IMSO)

Secretary-General
For the International Association of
Marine Aids to Navigation and
Lighthouse Authorities (IALA)

D R A F T**AGREEMENT OF COOPERATION BETWEEN
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION (IMSO) AND
THE INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)**

This document constitutes a Memorandum of Understanding between the International Mobile Satellite Organization (IMSO) and the International Organization for Standardization (ISO).

IMSO and ISO each recognize that the other is an international organization with many complementary activities serving the broadest interests of safety of life at sea, safe navigation and the promotion of safe and efficient maritime transport.

IMSO is the intergovernmental organization, established by its Convention, with 92 Member States responsible, *inter alia*, for overseeing the public interests in the provision of maritime mobile satellite services for the Global Maritime Distress and Safety System (GMDSS) and is the Coordinator of the Long Range Identification and Tracking of Ships (LRIT), appointed by the International Maritime Organization. IMSO therefore has an essential interest in the provision of all satellite-based communication services affecting the safety of life and property at sea.

ISO is xxx

IMSO and ISO,

A **HAVING REGARD** to Article 10(c) and 15 of the Convention on the International Mobile Satellite Organization and xxx [appropriate ISO Reference];

B **RECOGNIZING** the purview of both Organizations in the fields of maritime communications, maritime safety and efficiency of navigation;

C **DESIRING** to facilitate the attainment of their respective objectives in these fields through the maximum possible co-ordination of their efforts

HAVE AGREED AS FOLLOWS:

- 1 IMSO and ISO agree to establish and maintain cooperation relative to matters of common interest to both Organizations.
- 2 IMSO and ISO agree to exchange information and documentation and to keep each other fully informed of their activities and programmes of work in the field of maritime communications for maritime safety and efficiency of navigation, subject always to such arrangements as may be necessary for safeguarding or withholding of information of a confidential nature.
- 3 With a view to facilitating attainment of their respective objectives as set forth in their constituent instruments, IMSO and ISO agree to establish and maintain regular consultation in regard to matters of common interest in the field of maritime communications for maritime safety and efficiency of navigation.

Accordingly, when either Organization proposes to initiate a programme or activity on a subject in which the other Organization has or may have substantial interest, it should consult the latter Organization taking into account the respective objectives of both Organizations.

- 4 ISO may propose matters for consideration by the organs of IMSO. Such proposals will be submitted by xx to the Director of IMSO for appropriate action. Similarly, IMSO may propose subjects for consideration by the organs of ISO. Such suggestions will be submitted by the Director to the xxx for appropriate action.
- 5 (i) ISO may be invited to be represented in meetings of IMSO organs or their subsidiary bodies or conferences convened by IMSO. Such participation shall be in accordance with the applicable Rules of Procedure.
- (ii) IMSO may be invited to be represented in meetings of ISO organs or their subsidiary bodies or conferences convened by ISO. Such participation shall be in accordance with the applicable Rules of Procedure.

- 6 It is understood that neither organisation can commit the other to any expenditure, save that from administering this MoU, without the specific written consent of both organisations.
- 7 This Agreement may be revised by agreement between IMSO and ISO.
- 8 IMSO and ISO may at any time denounce this Agreement by giving six months' prior written notice to the other Party.
- 9 This Agreement shall enter into force upon signature on behalf of IMSO and ISO.

DONE at [London] this [xxx] day of [xxx] 2008.

Signature

Signature

Director
For the International Mobile
Satellite Organization (IMSO)

xx
For the International Organization
For Standardization (ISO)